

CONCORD PROCESSING AGREEMENT

SECOND ADDENDUM FOR SPECIAL TERMS

This Second Addendum is dated August 1, 2007 by and between FIRST DATA RETAIL ATM SERVICES, L.P., formerly known as Concord Processing, L.P., with offices located at 2201 Civic Circle, Amarillo, Texas 79109 ("FDRAS", "we" or "us") and FIRST AMERICAN PAYMENT SYSTEMS with offices located at 201 Main Street, Suite 1000, Fort Worth, Texas 76102 ("User", "you" or "your") and shall supplement, amend and become part of the Concord Processing Agreement, dated March 1, 2003, as amended, between FDRAS and User ("FDRAS Processing Agreement").

Background

In connection with the FDRAS Processing Services set forth in the FDRAS Processing Agreement, FDRAS is extending to User the special terms described herein.

NOW, THEREFORE, in consideration of the mutual promises herein contained, FDRAS and User agree to be legally bound by the terms of this Second Addendum as hereinafter set forth.

1. DEFINED TERMS.

All capitalized terms used in this Second Addendum and not otherwise defined herein shall have the meanings set forth in the FDRAS Processing Agreement.

2. SPECIAL TERMS.

A. Extension of initial term of the Agreement. The initial term of the Agreement is hereby amended in its entirety to mean the time period from the Effective Date of the Agreement to and including March 1, 2011.

B. Monthly Minimum Fee. User and FDRAS agree that if the total of all fees incurred by User pursuant to Exhibit B, Exhibit GS-1, and Schedule C hereto (the "Incurred Fees") for any calendar month during this FDRAS Agreement is less than the Monthly Minimum Fee set forth below, User shall pay to FDRAS the following Monthly Minimum Fee for such calendar month in lieu of the Incurred Fees:

- (i) \$10,000 for the time period from August 1, 2007 to July 31, 2008
- (ii) \$8,000 for the time period from August 1, 2008 to July 31, 2009
- (iii) \$6,000 for the time period from August 1, 2009 to July 31, 2010
- (iv) \$5,000 for the time period from August 1, 2010 to February 28, 2011

C. Schedule C to the FDRAS Processing Agreement.

Schedule C to the FDRAS Processing Agreement is hereby deleted in its entirety and replaced with the Schedule C attached hereto.

3. CONFIDENTIALITY.

The FDRAS Processing Agreement, this Second Addendum and the subject matter addressed herein shall be kept strictly confidential by FDRAS and User and shall be disclosed only to those employees and agents required to have access to such information in the performance of each parties obligations hereunder, except to the extent that such information is required to be disclosed by law or regulation.

4. EFFECTIVE DATE AND TERM.

This Second Addendum shall be effective when fully executed by us in original form. This Second Addendum shall be for a term coterminous with the current term of the FDRAS Processing Agreement and shall, thereafter, be renewed automatically for successive one (1) year terms unless terminated in accordance with paragraph 17 of the FDRAS Processing Agreement.

This Second Addendum shall terminate immediately upon expiration or earlier termination of the FDRAS Processing Agreement.

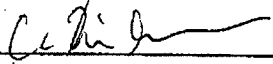


5. CONFIRMATION OF FDRAS PROCESSING AGREEMENT.

Except as otherwise amended hereby, the FDRAS Processing Agreement is hereby ratified in all respects and shall remain in full force and effect.


The signatures of FDRAS and User set forth below shall serve as evidence of the parties' agreement to this Second Addendum.

FIRST DATA RETAIL ATM SERVICES, L.P.

By: 

L. Kevin Gleghorn Assistant Treasurer
Name and Title (Printed)

FIRST AMERICAN PAYMENT SYSTEMS

By: 

Howard W. Herndon, EVP, Gen Counsel
Name and Title (Printed) + Sec.